



# St. Louis Southwestern Railway Company

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

May 7, 1987

VIA FEDERAL EXPRESS

Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Twelfth Street & Constitution Avenue  
Washington, D.C. 20423

RECORDATION NO. 9179-B Filed & Recorded

MAY 8 1987 10-35 AM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 9179-C Filed & Recorded

MAY 8 1987 10-35 AM

INTERSTATE COMMERCE COMMISSION

RE: I.C.C. Finance Docket No. 28627 --

St. Louis Southwestern Railway Company  
Equipment Trust Agreement, Series F

Dear Ms. McGee:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) fully executed counterparts of Second Supplement to Equipment Trust and Assignment and Transfer of Certain Road Equipment, each dated as of April 15, 1987, to Equipment Trust Agreement dated as of January 1, 1978, creating St. Louis Southwestern Railway Company Equipment Trust, Series F, together with voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 in this matter:

Equipment Trust Agreement dated as of January 1, 1978, recorded on January 16, 1978, at 1:30 PM, assigned Recordation No. 9179; and

First Supplement to Equipment Trust Agreement dated as of December 1, 1978, recorded on December 21, 1978, at 2:40 PM, assigned Recordation No. 9179-A.

In connection with the recording of the Second Supplement and Assignment and Transfer, each dated as of April 15, 1987, to the Equipment Trust Agreement dated as of January 1, 1978, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

Name and Address of Trustee - Lessor:

First Pennsylvania Bank, N.A.  
30 South 30th Street  
Philadelphia, Pennsylvania 19104

a Southern Pacific subsidiary

Ms. Noreta R. McGee  
Page Two  
May 7, 1987

Name and Address of Guarantor - Lessee:

St. Louis Southwestern Railway Company  
Southern Pacific Building  
One Market Plaza  
San Francisco, California 94105

General Description of the Equipment  
Covered by the Second Supplement:

<u>Number of Units</u>	<u>Description</u>
2	2000 H.P. Locomotives; General Motors Corporation (Electro-Motive Division), builder; lettered SSW and numbered 4150 and 4202 (GRIP dates - May and October, 1979, respectively).
17	70-ton Box Cars; PACCAR, Inc., builder; lettered SSW and numbered 65200-65216.

General Description of the Equipment Covered by the  
Assignment and Transfer of Certain Road Equipment:

<u>Number of Units</u>	<u>Description</u>
2	3000 H.P. Locomotives; General Motors Corporation (Electro-Motive Division), builder; lettered SSW and numbered 7643 and 7646.

When the recording of the Second Supplement and Assignment and Transfer have been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof, and return four (4) of the same to the undersigned.

Very truly yours,

  
Lenona Young  
Legal Assistant

Enclosures

cc: Mr. E. F. Grady  
(Attn: Mr. C. D. Tyler)

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INTERSTATE COMMERCE COMMISSION

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY  
EQUIPMENT TRUST  
SERIES F

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ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of April 15, 1987

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FIRST PENNSYLVANIA BANK, N.A.

- TO -

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY  
  
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ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT,  
dated as of the fifteenth day of April, 1987, by FIRST  
PENNSYLVANIA BANK, N.A., a corporation duly organized and  
existing under the laws of the Commonwealth of Pennsylvania,  
Trustee under the Equipment Trust Agreement hereinafter  
mentioned (hereinafter called the "Trustee"), to ST.  
LOUIS SOUTHWESTERN RAILWAY COMPANY, a corporation duly  
organized and existing under the laws of the State of  
Missouri (hereinafter called the "Company").

WHEREAS, by a certain Equipment Trust Agreement,  
bearing date as of January 1, 1978, by and between the  
Trustee and the Company (hereinafter called the "Equipment  
Trust Agreement"), there was constituted the "St.  
Louis Southwestern Railway Company Equipment Trust,  
Series F," pursuant to which Trustee leased certain  
railroad equipment to the Company, upon the terms and  
conditions therein set forth; and

WHEREAS, certain locomotives comprising said Trust  
Equipment (hereinafter collectively called "Unsuitable  
Equipment") have become unsuitable for use by the Company,  
and in accordance with the provisions of said Equipment  
Trust and in anticipation and consideration of the release  
of such Unsuitable Equipment, the Company has assigned and  
transferred to the Trustee other standard-gauge railroad  
equipment (hereinafter called the "Replacement Equipment"),  
other than work equipment, as specifically described in the

Second Supplement to Equipment Trust dated as of April 15, 1987 ("Second Supplement"):

<u>Number of Units</u>	<u>Description</u>
2	3000 H.P. Locomotives; General Motors Corporation (Electro-Motive Division), builder; lettered SSW and numbered 7643 and 7646.

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Equipment Trust Agreement, including all payments required of it to be made, and as a result of such good standing and by virtue of the Replacement Equipment to the Equipment Trust Agreement pursuant to the Second Supplement thereto, the Company is now entitled to the release of the aforesaid Unsuitable Equipment under Section 4.09 of said Equipment Trust Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable consideration, receipt of which is hereby acknowledged, the Trustee does hereby sell, assign, transfer and set over unto the Company all of the Unsuitable Equipment which is specifically described herein and covered by the Equipment Trust Agreement.

TOGETHER with all the right, title and interest now owned or hereafter acquired by the Trustee in and to the said Unsuitable Equipment.

TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;

AND the Trustee hereby covenants with the Company, its successors and assigns, that the Trustee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer, any act, matter or thing whatsoever which is calculated to or which will or may impugn, impair, defeat or cast doubt upon the clear, absolute and indefeasible title given to the Company by these presents.

The Trustee does hereby constitute and appoint LYNN A. TUZINSKI to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgement, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of the said Equipment Trust Agreement with respect to the above-described Unsuitable Equipment, has caused these presents to be signed in its name and its corporate seal to be hereunto affixed, duly attested, this 23<sup>rd</sup> day of April, 1987.

FIRST PENNSYLVANIA BANK, N.A.,  
Trustee

By [Signature]  
Assistant Vice President

Attest:

[Signature]  
Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA     )  
  ) ss.  
CITY AND COUNTY OF PHILADELPHIA )

On this 23<sup>rd</sup> day of April, 1987, before me personally appeared LYNN A. TUZINSKI, to me personally known, who, being by me duly sworn, says that she is Assistant Vice President of FIRST PENNSYLVANIA BANK, N.A.; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lynne N. McCorry  
Notary Public

LYNNE N. MCCORRY  
Notary Public, Phila., Phila. Co.  
My Commission Expires July 2, 1990